

RESOLUTION 2006-32

4-13-06

RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE
COUNTY OF RACINE IN REGARD TO HAVA

WHEREAS, in order to comply with the requirements of the Help America Vote Act of 2002 ("HAVA"), the State Elections Board has allocated Eighteen Million Dollars (\$18,000,000) in federal HAVA funds for the purchase of one (1) accessible voting system (the "system" or "systems") as required by HAVA for each polling location in the State of Wisconsin, and

WHEREAS, the Elections Board is offering reimbursement of up to Six Thousand Dollars (\$6,000.00) for the purchase of one (1) accessible voting system per polling place for each of the sixty-four (64) polling places in Racine County, and

WHEREAS, it would be more efficient for Racine County, through its County Clerk to provide a coordinating role in the acquisition process of the systems for the sixty-four (64) polling places in Racine County on behalf of the 18 municipalities in Racine County that must otherwise obtain the systems for their polling places;

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve that the execution of Service Agreement with the County of Racine which contains the following provisions is authorized and approved and the Village President is authorized to sign any agreements or other documents necessary to carry out the intent of this resolution:

1. Racine County agrees to submit an Accessible Voting Equipment Funding application on behalf of Municipality to the State Elections Board.
2. Racine County shall purchase on behalf of Municipality for each of its polling places the following accessible voting equipment:

- Edge II – Firmware Version 5.0
- Card Activator/Accumulator (HAAT) – Version 1.0
- Results Cartridges
- Start-up Supplies (paper rolls, machine seals, and activation cards)
- Freight
- Training
- WinEDS Programming Software – Version 3.1
- Warranty and Extended Warranty Agreements

3. Racine County will make the advance payment to vendor for the total sum necessary to purchase the accessible voting systems and accessories, but not more than Six Thousand Dollars (\$6,000.00), the maximum amount of the reimbursement funding per polling place.
4. Racine County will receive the reimbursement funding from the State Election Commission for the advance payment to the vendor. In the event that the State Election Commission pays the reimbursement funding to Municipality, Municipality shall the full amount of reimbursement funding to Racine County within thirty (30) days of receipt.
5. In the event Racine County does not receive the reimbursement funding, Municipality shall remit to Racine County within thirty (30) days of notification the actual total costs Racine County paid to the vendor to purchase the system.
6. Municipality certifies that it is eligible to receive the benefits of this Agreement because its polling places are fully accessible based upon the Wisconsin State Elections Board Polling Place Accessibility Survey. Municipality understands that it must provide an accessible polling place complying with the accessibility, privacy, and independence requirements of HAVA regardless of this Agreement.
7. In the event Municipality is deemed not to qualify for system reimbursement because its polling places are not fully accessible or for any other reason and Racine County is required to reimburse the State Elections Commission the funding related to the system purchased for Municipality, Municipality shall promptly pay that sum to the State Elections Board in lieu of the County's obligation.
8. Unless the Parties agree, the system will be delivered to the office of the Racine County Clerk at the Ives Grove County Complex, 14200 Washington Avenue, Sturtevant, WI 53177, and it will be the responsibility of Municipality to transport the system to Municipality's polling location.
9. Unless the Parties agree, Municipality will store the system at the polling location or such other location of Municipality as approved by the Racine County Clerk.
10. Title to the system software will be in the name of Racine County, and title to the system hardware will be in the name of Municipality.
11. Municipality shall be solely responsible for the proper use and operation of the system in conducting its elections.

12. Except for the start-up supplies provided with the purchase under Paragraph 2 above, all supplies associated with the operation of the system shall be solely the expense and responsibility of Municipality.

13. Except for the start-up training provided with the purchase under Paragraph 2 above, all training associated with the operation of the system shall be solely the expense and responsibility of Municipality.

14. Except for the repairs provided for in the standard warranty and extended warranty agreements provided with the purchase under Paragraph 2 above, all repairs associated with the operation of the system shall be solely the expense and responsibility of Municipality.

15. Ownership of the voting system vests with the Municipality upon execution of this Agreement.

16. Municipality shall be entitled to the exclusive use of the system hardware as long as it complies with all of the terms and conditions of this Agreement. County will utilize the system software to program Municipality's hardware at no charge to Municipality as long as Municipality maintains its hardware in proper working order.

17. Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by mail upon Racine County to Joan Rennert, County Clerk, RACINE COUNTY, 730 Wisconsin Avenue, Racine, WI 53403, and upon Municipality at the office of its Clerk.

18. The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the said party, its agents or employees in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

19. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

20. This Agreement shall be governed under the laws of the State of Wisconsin and is made at Racine County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Racine County Circuit Court.

21. The parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights, or responsibilities herein contained except as agreed to in writing.

22. There shall be no modifications to this Agreement except in writing signed by both parties.

23. The entire agreement of the parties is contained herein and this Agreement supersedes all previous agreements whether written or oral and all negotiations as well as any previous agreements presently in effect between Racine County and Municipality relating to the subject matter of this Agreement.

Adopted by the Village Board of the Village of Sturtevant, Racine County,
Wisconsin, this 18th day of April, 2006.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Donna Deuster, Village Clerk